

State of Hawaii
Department of Health
Hawaii State Office of Rural Health

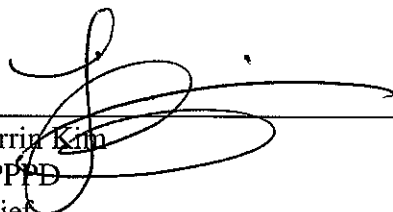
**Request for Proposals
No. RFP-10-001-SORH**

**SEALED OFFERS
for
CRITICAL ACCESS HOSPITAL TRAINING AND PERFORMANCE ASSESSMENT
SERVICES**

**STATE OF HAWAII
DEPARTMENT OF HEALTH
HAWAII STATE OFFICE OF RURAL HEALTH**

WILL BE RECEIVED UP TO 4:00 PM ON
AUGUST 27, 2010

IN THE HAWAII STATE OFFICE OF RURAL HEALTH, 1250 PUNCHBOWL STREET,
ROOM 120, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS
SOLICITATION TO R. SCOTT DANIELS, TELEPHONE (808) 775-8811, FACSIMILE (808)
775-8889 OR EMAIL AT SCOTT.DANIELS@DOH.HAWAII.GOV



Lorrian Kim
OPPPD
Chief
Procurement Officer

RFP-10-001-SORH

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SECTION ONE
INTRODUCTION AND KEY DATES

1.01 TERMS AND ACRONYMS USED THROUHOUT THE SOLICITATION

BAFO	=	Best and Final Offer
CAH	=	Critical Access Hospital
CPO	=	Chief Procurement Officer
DAGS	=	Department of Accounting and General Services
DOH	=	Department of Health
Flex	=	Hawaii Medicare Rural Hospital Flexibility Program
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
HSORH	=	Hawaii State Office of Rural Health
Offeror	=	Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation
Procurement Officer	=	The contracting officer for the State of Hawaii, Hawaii State Office of Rural Health
RFP	=	Request for Proposals
State	=	State of Hawaii, including each department and political subdivision

1.02 INTRODUCTION

The Hawaii Department of Health (DOH), Hawaii State Office of Rural Health (HSORH), is requesting proposals from qualified applicants to provide educational and performance assessment services to the state's critical access hospitals (CAHs). The contract term shall be from January 1, 2011 to December 31, 2011.

1.03 CANCELLATION

The RFP may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the State.

1.04 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due" date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Public Notice of Request for Proposals (RFP)	July 20, 2010
Distribution of RFP	July 20, 2010
Deadline to Submit Written Questions	July 30, 2010
State's Response to Written Questions	August 6, 2010
Proposals Due	August 27, 2010
Proposal Evaluations and Discussion with Priority Listed Offerors	August 30– September 3, 2010
Best and Final Offer	September 10, 2010
Contractor Selection and Award	September 16, 2010
Anticipated Contract Start Date (Notice to Proceed)	January 1, 2011

1.05 OFFICIAL CONTACT PERSON

The official contact person for all communication regarding this RFP is:

R. Scott Daniels, Performance Improvement Coordinator
Department of Health, Hawaii State Office of Rural Health
PO Box 1675
Honokaa, HI 96727
Telephone: 808.775.8883
Fax: 808.775.8889
Email: scott.daniels@doh.hawaii.gov

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.01 PROJECT OVERVIEW AND HISTORY

The Hawaii Medicare Rural Hospital Flexibility Program (Flex) provides support to small rural hospitals to ensure access to quality care for Hawaii's rural populations. It does this by providing training on best practices in both clinical and operational/financial settings and promoting the development of integrated systems of care in rural communities. In the past five years some of the initiatives undertaken by the Hawaii Flex program include: improving emergency department (ED) transfer communications; increasing interhospital collaboration; promoting critical access hospital (CAH) and federally-qualified health center (FQHC) collaboration; promoting regular measurement of performance indicators by CAHs; developing and implementing an open source electronic health record (EHR); introducing a pilot program to reduce asthma hospitalizations through feedback to community physicians; and participating in a multi-state performance improvement project to design and test ED quality measures targeted specifically for use by small rural hospitals. Through the support provided by the Flex program grant, we seek to improve health status outcomes in rural communities through a local healthcare system that is integrated, engaged, and culturally competent. Key to this integrated system are the nine CAHs and two Small Rural Hospital Improvement Program (SHIP) hospitals located on each of the six major islands in the state.

Over the next five years the Hawaii Flex program seeks to further enhance the quality of care provided to rural populations through a series of initiatives designed to address the more urgent needs of rural Hawaii and its small rural hospitals.

2.02 SCOPE OF WORK

The HSORH, through its quality and performance improvement initiatives, recognizes the need for additional individual skills buildings as well as departmental skills building at the CAHs. The Offeror shall create and implement individual education plans and departmental educational plans. The Offeror shall provide assessment and training to CAH management and staff to improve clinical quality and financial performance.

- a. The Offeror shall conduct a performance assessment of each of the Hawaii CAHs and provide a formal report to HSORH by the end of the project period.
- b. After assessments have been conducted, the Offeror and HSORH shall develop a work plan and performance benchmarks that the CAHs need to meet.
- c. The Offeror shall develop individual educational plans for key management and staff.
- d. The Offeror shall develop ongoing departmental assessments and educational plans for key management and staff.

- e. The Offeror shall conduct quarterly training and skill building activities and provide tools for key management and staff of the CAHs for its continued improvement in four (4) areas: strategic, financial, operational, and clinical.
- f. The Offeror, in coordination with Flex staff, shall develop learning objectives for the Hawaii Performance Improvement Collaborative (HPIC), develop and conduct training and skills building programs, recruit instructors, and assist HSORH staff with program planning and assessment.
- g. The Offeror shall develop and conduct quarterly technical training for Flex and HSORH staff on providing ongoing training and skills building to CAHs.

2.03 GEOGRAPHIC COVERAGE OF SERVICE

Statewide.

2.04 PROBABLE FUNDING AMOUNTS, SOURCE, AND PERIOD OF AVAILABILITY

1. Health Resources and Services Administration (HRSA), Office of Rural Health Policy (ORHP) funds allocated for training support to CAHs each year are as follows:

FY 2011	up to one hundred thirty thousand (\$130,000)
FY 2012	up to one hundred thirty thousand (\$130,000)
FY 2013	up to one hundred thirty thousand (\$130,000)
FY 2014	up to one hundred thirty thousand (\$130,000)
FY 2015	up to one hundred thirty thousand (\$130,000)

2. These federal funds are subject to availability and federal and state budget policy guidelines.

2.05 TERM OF CONTRACT

The contract shall be for a period of twelve (12) months beginning on approximately January 1, 2011 and ending December 31, 2011. Unless terminated, the Contractor and the State may extend the term of the contract for four (4) additional twelve (12) month periods, or portions thereof without the necessity of rebidding, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract Price or commission paid to the Contractor for the extended period shall remain the same or be renegotiated for a lesser rate.

When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract by providing six (6) weeks prior written notice to the contracted parties.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.01 INTRODUCTION

One of the objectives of this RFP is to make proposals preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section **2.02 SCOPE OF WORK**.

Proposals must:

1. Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
2. Include signed Offer Form OF-1 and Offer Form OF-2 with the complete name and address of Offeror's firm and the name, mailing address, email address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal, total contract cost for the proposal.
3. If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
 - a. The general scope of work to be performed by the subcontractor;
 - b. The subcontractor's willingness to perform for the indicated.
4. Provide all of the information requested in this RFP in the order specified.
5. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.
 - a. Transmittal Letter.
See Section Six, Attachment 1, Offer Form OF-1.
 - b. Experience and Capabilities.
 - i. Client listing.
 - ii. Number of years in business.
 - iii. Listing of key personnel and associated resumes for those who will be dedicated to this contract.
 - iv. Listing of references.

- v. Summary listing of judgments or pending lawsuits or legal actions.
 - vi. Samples of projects similar to those described in this RFP
- c. Proposal including an overall strategy, timeline, and plan.
 - d. Pricing.
See Section Six, Attachment 2, Offer Form OF-2.
 - d. Exceptions.

3.02 EXPERIENCE AND CAPABILITIES

1. Provide a complete, related and current client listing.
2. Indicate the number of years Offeror has been in business and the number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
3. Include a list of key personnel and associated resumes for those who will be dedicated to this project.
4. Offeror shall include a list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email, and postal addresses.
5. Provide a summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
6. Provide sample projects and/or examples of written plans.

3.03 PROPOSAL, STRATEGY, AND PROJECTED TIMETABLE

Offeror shall submit a proposal that includes an overall strategy, timeline, and plan for the work proposed as well as expected results and possible shortfalls.

3.04 PRICING

Refer to section Six, Attachment 2, for Offer Form OF-2.

3.05 EXCEPTIONS

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

SECTION FOUR
EVALUATION CRITERIA AND CONTRACTOR SELECTION

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

The total number of points used to score this contract is 100.

1. Costs of Services (10)
2. Previous experience, capability and proficiency in providing training and assessments to CAHs (20)
 - a. Number of years in the business and number of years performing services specified in this RFP
 - b. References and client listings
3. Sample projects and/or examples of written plans, organizational charts, contact trees, etc. (10)
4. Knowledge and proficiency with Hawaii healthcare environment (20)
5. Project Proposal (40)
 - a. Methodology
 - b. Timeline
 - c. Expected results
 - d. Possible shortfalls

SECTION FIVE

SPECIAL PROVISIONS

5.01 SCOPE

All training and assessment services shall be in accordance with this RFP, including the special provisions in this section, the Scope of Work specified herein, and the General Conditions (GC), included by reference and available at the Department of Health, Hawaii State Office of Rural Health, 1250 Punchbowl St., Room 120, Honolulu, HI 96813 and online at <http://www4.hawaii.gov/bidfiles/spogtgs.pdf>.

5.02 RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

5.03 OFFEROR QUALIFICATIONS

Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in Section 3.02, Experience and Capabilities, will likely have an adverse affect on Offeror's proposal evaluation.

5.04 TERM OF CONTRACT

Successful Offeror shall be required to enter into a formal written contract to commence work on this project.

The initial term of the contract shall be for a twelve (12) month period starting on the official commencement date of the Notice to Proceed. The contract may be extended up to four (4) additional twelve (12) month periods or any portion thereof, if mutually agreed upon in writing prior to contract expiration. The Contractor or State may terminate the extended contract period at any time upon sixty (60) days prior written notice.

5.05 FEDERAL FUNDS AS RECEIVED (100%)

It is understood and agreed to by al Offerors that the contract resulting from this RFP shall be construed to be an agreement to pay the obligation under the contract only out of federal funds to be received from the federal government when the federal funds are so

received and shall not be construed as a general agreement to pay such obligation at all events out of any funds other than those which are received from the federal government.

5.06 CONTRACT ADMINISTRATOR

For the purposes of this contract, R. Scott Daniels, PhD, Performance Improvement Coordinator, (808) 775-8811, or authorized representative, is designated the Contract Administrator.

5.07 OVERVIEW OF THE RFP PROCESS

- A. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.
- B. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- C. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

- D. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- E. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- F. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- G. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- H. The date and time for Offerors to submit the BAFO, if any, is indicated in Section 1.04, RFP Schedule and Significant Dates. If Offeror does not submit a notice of

withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.

- I. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.
- J. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
- K. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to the RFP.
- L. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

5.08 CONFIDENTIAL INFORMATION

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.

An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

5.09 REQUIRED REVIEW

Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **must be made in writing and should be received by the DOH HSORH prior**

to the deadline for written questions as stated in the RFP Schedule and Significant Dates, page 3. This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the Offeror's proposal, if the exception is unresolved by the Proposal Due date.

5.10 QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing and directed to the DOH HSORH. The contact person, Scott Daniels, may be contacted at (808) 775-8811 or by fax at (808) 775-8889. The State will respond to written questions by the date indicated in Section One, 1.04 RFP Schedule and Significant Dates, or as amended.

5.11 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

5.12 OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices or commissions quotes by the Offeror shall remain firm for a sixty (60) day period.

5.13 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.14 CONTRACT MODIFICATIONS – UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Changes to the contract may be modified only by written document (contract modification) signed by the user agency and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a signed contract modification has been issued.

5.15 PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed

award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website:
<http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-70, HRS, and Section 3-126-3 HAR, shall be submitted in writing to the Procurement Officer, Department of Health, Hawaii State Office of Rural Health, 1250 Punchbowl Street, Room 120, Honolulu, HI 96813.

5.16 GOVERNING LAW: COST OF LITIGATION

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part of any litigation commenced by or against the Contractor in connection with this contract, the Contractor shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

5.17 SUBMISSION OF PROPOSAL

The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:

1. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents;
2. Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

5.18 PROPOSAL PREPARATION

- A. **OFFER FORM, page OF-1**. See Attachment 1. Proposals shall be submitted using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on Offer Form page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the

offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

- B. **Offer Guaranty.** An offer guaranty is NOT required for this RFP.
- C. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under HRS chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- D. **Taxpayer Preference.** For evaluation purposes, pursuant to HRS §103D-1008, the Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.
- E. **Original Proposal and Copies to be Submitted.** Offeror shall submit one (1) original proposal marked "ORIGINAL" and three (3) **copies** of the original marked "COPY". It is imperative to note that the Offeror submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

Offeror is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Offeror is cautioned that illegible offers of any items(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.
- F. Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.
- G. All proposals become the property of the State of Hawaii.
- H. Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to HAR Sections 3-122-108 and 3-122-29, respectively.

5.19 SUBMISSION OF PROPOSAL

Offers shall be received at the Department of Health, Hawaii State Office of Rural Health, 1250 Punchbowl Street, Room 120, Honolulu, Hawaii 96813, no later than the date and time stated in Section 1.04, Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the DOH HSORH time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to DOH HSORH, but to a central

mailroom. This may cause a delay in receipt by the DOH HSORH and the offer may reach the DOH HSORH after the deadline, resulting in automatic rejection.

5.20 PRICING

Pricing shall include labor, materials, supplies, all applicable taxes, **except the GET, currently 4%, which may be added as a separate line item and shall not exceed the current rate**, and any other costs incurred to provide the specified services.

The pricing shall be the all-inclusive cost, except the GET, to the State and no other costs will be honored.

5.21 ECONOMY OF PRESENTATION

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Offeror's proposal, it shall be provided within four (4) business days.

5.22 PROPOSAL OPENING

Proposals will be opened at the date, time, and place specified in Section One, or as amended. Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offeror's proposals shall be open to public inspection after all parties sign the contract.

5.23 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee of at least three (3) qualified state employees selected by the Procurement Officer shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the Offeror's proposals before the best and final offer, if necessary.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible offerors who submitted the highest-ranked proposals.

5.24 DISCUSSION WITH PRIORITY LISTED OFFERORS

Priority listed offerors shall have a discussion with the evaluation committee to discuss their proposal to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, normally within the timeframe indicated in Section 1.04.

5.25 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

5.26 ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

5.27 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The contractor or the State may terminate the extended contract at any time without cause upon six (6) weeks prior written notice.

5.28 PAYMENT

Contract shall be performance based on tasks completed each month. Contractor shall submit an original invoice and two (2) copies of all receipts to:

Hawaii State Department of Health
Hawaii State Office of Rural Health
PO Box 1675
Honokaa, HI 96727

HRS Section 103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

5.29 AWARD

Method of Award. The award will be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to HRS §103D-328, responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the DOH HSORH.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the DOH HSORH. However, the tax clearance certificate shall be submitted to the DOH HSORH.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to HRS §103D-310(c), the responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the DOH HSORH. A photocopy of the certificate is acceptable to the DOH HSORH.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH HAR SECTION 3-122-112*, Form LIR#27 which is available at <http://hawaii.gov/labor/forms/forms/DCD->

LIR27.pdf or at DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the DOH HSORH.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the DOH HSORH. However, the certificate shall be submitted to the DOH HSORH.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the DOH HSORH. A photocopy of the certificate is acceptable to the DOH HSORH.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 a.m. to 4:30 p.m. HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22) will be required for final payment. See Attachment 4. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" menu.

Hawaii Compliance Express. Alternatively, instead of separately applying for these paper certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of HRS Chapter 103D-310(c), shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the prior sections.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Department of Health, Hawaii State Office of Rural Health as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

5.30 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of its obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

5.31 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.32 NON-DISCRIMINATION

The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

5.33 CONFLICTS OF INTEREST

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of this contract.

5.34 WAIVER

The failure of the State to insist upon the strict compliance with any term, provision, or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with this contract.

5.35 SEVERABILITY

In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity, or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

5.36 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 11-205.5, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

5.37 ADDITIONS, AMENDMENTS, AND CLARIFICATIONS

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in HAR §§3-122-95 through 3-122-97.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the Contractor and shall not be disclosed to any individual or organization without the prior written approval of the State.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, HRS chapter 92F. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to HAR §3-122-58, in the case of a RFP, or HAR §3-122-30, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General in accordance with HRS chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under HAR chapter 3-126. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with HRS §92F-15.5.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Contract and any cost or pricing data for three (3) years from the date of final payment under the Contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Competency of Offeror. Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

Preparation of Offer. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

Preference for Hawaii Products. A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting there from: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences.

Printing Preference. All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory

work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

SECTION SIX
ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT

**OFFER FORM
OF-1**

CRITICAL ACCESS HOSPITAL TRAINING AND PERFORMANCE ASSESSMENT
SERVICES
STATE OF HAWAII
DEPARTMENT OF HEALTH
RFP-10-001-SORH

Procurement Officer
Department of Health Disease Outbreak Control Division Immunization Branch
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Date: _____

Respectfully submitted:
(x) _____

Telephone No.: _____

Authorized (Original) Signature

Fax No.: _____

Name and Title (Please Type or Print)

Email Address: _____

**

Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed.

**OFFER FORM
OF-2**

**CRITICAL ACCESS HOSPITAL TRAINING AND PERFORMANCE ASSESSMENT
SERVICES**

**STATE OF HAWAII
DEPARTMENT OF HEALTH
RFP-10-001-SORH**

Total contract cost for accomplishing the development and delivery of the services.

\$ _____

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Authorized (Original) Signature

Name and Title (Please Type or Print)

Exact Legal Name of Company (Offeror)

Reference: _____
(Contract Number) (IFB/RFP Number)

RFP-10-001-SORH